

Form No: CP 12 70
09 96

Page 2 of 2

boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.

2. If any of the circumstances described in Paragraph C.2.b. exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both

parties. Judgment on any award can be entered in a court that has jurisdiction.

F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

CG 02 01 02 86

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

1. Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following condition is added:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:

- a. You fail to perform any of your obligations connection with the payment of premium for this Coverage Part or the renewal of the Coverage Part or any installment payment, whether payable directly to us or our agents or indirectly under a premium finance plan or extension of credit;
- b. We have indicated our willingness to renew this Coverage Part to you or your representative;
- c. You have notified us or our agent that you do not want to renew this Coverage Part; or

2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

If notice is mailed, proof of mailing will be sufficient proof of notice.

CG 21 47 10 93

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to paragraph 2., Exclusions of COVERAGE A--BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I--Coverages):

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B.** The following exclusion is added to paragraph 2., Exclusions of COVERAGE B--PERSONAL AND ADVERTISING INJURY LIABILITY (Section I--Coverages):

This insurance does not apply to:

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of the person as a consequence of "personal injury" to the person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

CG 21 49 01 96

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under paragraph 2., Exclusions of COVERAGE A —BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages) is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove,

contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

L2926 07 91

ABSOLUTE EXCLUSION — ASBESTOS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily Injury", "Personal Injury" or Property Damage" arising out of or alleged to have arisen out of:
 - a. exposure to asbestos, asbestos fiber, or any material containing asbestos or asbestos products; or
 - b. the removal of asbestos, asbestos fiber, or any material containing asbestos or asbestos products, including, without limitation,

1. the costs of asbestos removal; or
2. "property damage" in the course of effecting such removal.

We shall not be obligated to investigate, or defend the insured against any claim for any liability described above which is asserted against any insured or to pay any judgement entered against any insured for such liability.

L2954 08 92

EXCLUSION — LIABILITY ARISING OUT OF LEAD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the reduced premium at which this policy has been written, this insurance does not apply to:

1. "Bodily injury", "property damage", "personal injury", "advertising injury" arising out of, resulting from, or in any way caused or contributed to the actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead in any form emanating from any source, or
2. Any loss, cost or expense arising out of, resulting from or in any way related to any:
 - a. claim, suit, request, demand, directive or order by or on behalf of any person, entity, or governmental authority that any "insured" or others test for,

monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of lead in any form, or to any

- b. claim or suit by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate, defend or indemnify any "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement.

CM 00 01 06 95

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS**A. ABANDONMENT**

There can be no abandonment of any property to us.

B. APPRAISAL

If we and you disagree on the value of the property or the amount of "loss," either may make written demand for an appraisal of the "loss." In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of "loss" to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss." Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.
5. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.
6. Permit us to inspect the property and records proving "loss."
7. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
8. Send us a signed, sworn statement of "loss" containing the information we request to settle the claim. You

must do this within 60 days after our request. We will supply you with the necessary forms.

9. Promptly send us any legal papers or notices received concerning the "loss."

10. Cooperate with us in the investigation or settlement of the claim.

D. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same "loss," we will not pay more than the actual amount of the "loss."

E. LOSS PAYMENT

We will pay or make good any "loss" covered under this Coverage Part within 30 days after:

1. We reach agreement with you;
2. The entry of final judgment; or
3. The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

F. OTHER INSURANCE

If you have other insurance covering the same "loss" as the insurance under this Coverage Part, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

G. PAIR, SETS OR PARTS

1. **Pair or Set.** In case of "loss" to any part of a pair or set we may:
 - a. Repair or replace any part to restore the pair or set to its value before the "loss"; or
 - b. Pay the difference between the value of the pair or set before and after the "loss."
2. **Parts.** In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. PRIVILEGE TO ADJUST WITH OWNER

In the event of "loss" involving property of others in your care, custody or control, we have the right to:

1. Settle the "loss" with the owners of the property, receipt for payment from the owners of that property will satisfy any claim of yours.
2. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limit of Insurance under this insurance.

I. RECOVERIES

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been made up.

Form No: CM 00 01
06 95

Page 2 of 2

J. REINSTATEMENT OF LIMIT AFTER LOSS

The Limit of Insurance will not be reduced by the payment of any claim, except for total "loss" of a scheduled item, in which event we will refund the unearned premium on that item.

K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

GENERAL CONDITIONS**A. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the "loss."

C. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

D. POLICY PERIOD

We cover "loss" commencing during the policy period shown in the Declarations.

E. VALUATION

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before "loss"; or
3. The cost of replacing that property with substantially identical property.

In the event of "loss," the value of property will be determined as of the time of "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name of Person or Organization: New Castle County Department of Land Use - Site Management 87 Reads Way New Castle, DE 19720 |
|--|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

POLICY NUMBER: CPP 1176871-00

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): 1 S. Old Baltimore Pike, Newark, DE
2. Name of Person or Organization (Additional Insured): Beneficial National Bank
Attn: Credit Dept.
301 N. Walnut Street
Wilmington, DE 19801
3. Additional Premium: Incl.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

POLICY NUMBER: CPP 1175871-00

COMMERCIAL PROPERTY
CP 12 18 06 95**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

| Prem. No. | Bldg. No. | Description of Property | Loss Payee (Name & Address) | Provisions Applicable | | |
|--------------|--------------|----------------------------|--|-----------------------|--------------------------|---------------------|
| | | | | Loss Payable | Lender's Loss Payable | Contract Of Sale |
| 1 | 1 | Land | Beneficial National Bank Attn: Credit Dept. 301 N. Walnut Street Wilmington, DE 19801 | X | | |

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

B. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

POLICY NUMBER: CPP 1176871-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Wawa, Inc. Red Roof
260 West Baltimore Pike
Wawa, PA 19063-5699
Attn: Joan D. Myers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

POLICY NUMBER: CPP 1176871-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

New Castle County
Department of Land Use
2701 Capital Trail
Newark, DE 19711

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

POLICY NUMBER: CPP 1176871-00

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Commerce Bank, N.A.
1701 Route 70 East
Cherry Hill, NJ 08034

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

POLICY NUMBER: CPP 1176871-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: New Castle County
Department of Public Works, Room 130
2701 Capital Trail
Newark, DE 19711

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Potomac Insurance
Company of Illinois

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT FORM

Endorsement
Number 1

| | | |
|--|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 10/11/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial Property | | |
| <p><i>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</i></p> <p>In consideration of an additional premium of \$241.00, it is agreed that the policy is amended as follows:</p> <p>At Location #1 - 1 S. Old Baltimore Pike, Newark, DE the Building Limit of Insurance is increased from \$400,000 to \$525,000.</p> <p>Pro-rata factor = 1.000. Revised annual premium is \$30,312.00.</p> | | |

*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

Date and Place of Issue:

12/22/1997 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 1 of 1

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BRANCH

Potomac Insurance
Company of Illinois

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT FORM

Endorsement
Number 2

| | | |
|---|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 10/26/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following is added as Additional Insured - New Castle County Department of Public Works, Room 130 2701 Capital Trail Newark, DE 19711 - see CG 20 10 attached.</p> <p>No change in premium.</p> | | |

*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

Date and Place of Issue:
12/22/1997 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 1 of 1

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Potomac Insurance
Company of Illinois

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT FORM

Endorsement
Number 3

| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 11/07/1997 | COMPANY Potomac Insurance Company of Illinois | | | | | | | | | | | | | | | | | | |
|--|---|---|-------------------------|-----------|-------------------------|------|----------|-----------------|--|----|-------|-------------------------|-----------|-------------------------|-----|-------|-------------|--------|-------|------------|
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 | | | | | | | | | | | | | | | | | | |
| COVERAGE PARTS AFFECTED Commercial General Liability | | | | | | | | | | | | | | | | | | | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>In consideration of an additional premium of \$933.00, it is agreed that the policy is amended as follows:</p> <p>Location #35 - Rtes 40 & 7, Glendale Plaza, Bear, DE is added to the policy. Location Classification: Real Estate Development Property</p> <table> <thead> <tr> <th>Terr</th> <th>Code</th> <th>Premium</th> <th>Rate</th> <th>Products</th> <th>Advance Premium</th> </tr> <tr> <th></th> <th>No</th> <th>Basis</th> <th>Premises/ Operations</th> <th>Compl/Ops</th> <th>Premises/ Operations</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>47051</td> <td>34 Acres</td> <td>29.643</td> <td>Incl.</td> <td>\$1,008.00</td> </tr> </tbody> </table> <p>Bear Cap Venture, L.L.C. is added as a Named Insured.</p> <p>Pro-rata factor = .926. Revised annual premium is \$31,320.00.</p> | | | Terr | Code | Premium | Rate | Products | Advance Premium | | No | Basis | Premises/ Operations | Compl/Ops | Premises/ Operations | 001 | 47051 | 34 Acres | 29.643 | Incl. | \$1,008.00 |
| Terr | Code | Premium | Rate | Products | Advance Premium | | | | | | | | | | | | | | | |
| | No | Basis | Premises/ Operations | Compl/Ops | Premises/ Operations | | | | | | | | | | | | | | | |
| 001 | 47051 | 34 Acres | 29.643 | Incl. | \$1,008.00 | | | | | | | | | | | | | | | |

*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

Date and Place of Issue:
12/23/1997 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 1 of 1

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BRANCH

Potomac Insurance
Company of Illinois

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT FORM

Endorsement
Number 4

| | | |
|---|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 11/26/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following are added as Named Insureds - Rehoboth Shores, Inc. White Oak Homes, Inc. River Walk, Inc.</p> <p>All other terms and conditions remain the same.</p> | | |

*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

Date and Place of Issue:
 12/29/1997 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 1 of 1

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Potomac Insurance
Company of Illinois

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT FORM

Endorsement
Number 5

| | | |
|---|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 12/03/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>Commerce Bank, N.A. is added as Additional Insured - see CG 20 28 attached.</p> <p>No change in premium.</p> | | |

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Date and Place of Issue:
12/29/1997 CAMP HILL

Authorized Representative Signature

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Page 1 of 1

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POLICY ENDORSEMENT FORM

Endorsement
Number 6

| | | |
|--|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 12/08/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED ALL | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The Named Insured HODAV, Inc. is corrected to read Hodev, Inc. The following are added as Named Insureds - Wellington Homes, LLC Vietri Realty, Inc. Vietri Management, Inc. 397 Properties, LLC Bear Cap Ltd</p> <p>All other terms and conditions remain the same.</p> <p style="text-align: right;">PMcP JAN 05 1998</p> | | |

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POLICY ENDORSEMENT FORM

Endorsement
Number 7

| | | |
|--|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 12/11/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>New Castle County Department of Land Use is added as Additional Insured - see CG 20 10 attached.</p> <p>No change in premium.</p> | | |

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Page 1 of 1

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POLICY ENDORSEMENT FORM

Endorsement
Number 8

| | | |
|--|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 10/26/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following is added as an Additional Insured - see CG 20 10 - Wawa, Inc. Red Roof 260 West Baltimore Pike Wawa, PA 19063-5699</p> <p>All other terms and conditions remain the same.</p> | | |

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Company of Illinois

MAR 13 1998

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POLICY ENDORSEMENT FORM

Endorsement
Number 9

| | | |
|---|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 02/09/1998 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED ALL | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following are added as Named Insureds -</p> <ul style="list-style-type: none"> Tree Lane Terrace Maintenance Corp. Tree Lane Terrace II 33 Associates, Inc. Landings Maintenance Association Wellington Woods Maintenance Association Springfields Venture, LTD Alpha Trust Partnership Valley Road Association <p>No change in premium.</p> | | |

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POLICY ENDORSEMENT FORM

Endorsement
Number 10

| | | |
|---|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 10/11/1997 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>In consideration of a return premium of \$1,952.00, it is agreed that the policy is amended as follows:</p> <p>At Location #2, the Number of Acres is decreased to 10; at Location #6, the Number of Acres is decreased to 10.</p> <p>The following Locations are deleted -</p> <ul style="list-style-type: none"> Loc.15 - Bear-Corbitt Rd., Bear, DE Loc.20 - 57 Hillary Circle, New Castle, DE Loc.21 - 2 Hillary Circle, New Castle, DE Loc.22 - 308 Hackberry Dr., Bear, DE Loc.23 - 4 Highland Way, Newark, DE Loc.25 - 5 W. Richards Ln., Wilmington, DE Loc.26 - Lot 140, Lea Earra Farms, Middletown, DE Loc.27 - Lot 14, Bellwether Manor, Bear, DE Loc.29 - Lot 13, Bellwether Manor, Bear, DE <p>See revised CL 150 attached.</p> <p>Pro-rata factor = 1.000. Revised annual premium is \$29,368.00.</p> | | |

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POLICY ENDORSEMENT FORM

Endorsement
Number 11

| | | |
|---|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 06/15/1998 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial General Liability and Commercial Property | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following is added as Additional Insured and Loss Payee at Location #1 - Beneficial National Bank Attn: Credit Dept. 301 N. Walnut St. Wilmington, DE 19801 See CG 20 11 and CP 12 18 attached.</p> <p>All other terms and conditions remain the same.</p> | | |

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POLICY ENDORSEMENT FORM

Endorsement
Number 12

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|--|---|--|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 06/24/1998 | COMPANY Potomac Insurance Company of Illinois <div style="text-align: right;"> WSZ JUL 15 1998 </div> |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 | |
| COVERAGE PARTS AFFECTED ALL | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following is added as a Named Insured - Valley Pointe Maintenance Association</p> <p>All other terms and conditions remain the same.</p> | | |

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POLICY ENDORSEMENT FORM

Endorsement
Number 13

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|---|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 08/01/1998 | COMPANY Potomac Insurance Company of Illinois <div style="text-align: right;">WSZ AUG 19 1998</div> |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED ALL | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following is added as a Named Insured - Wilmington Hospitality LLC</p> <p>All other terms and conditions remain the same.</p> | | |

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POLICY ENDORSEMENT FORM

Endorsement
Number 14

| | | |
|--|---|---|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 06/30/1998 | COMPANY Potomac Insurance Company of Illinois |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 |
| COVERAGE PARTS AFFECTED Commercial Property and General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>In consideration of an additional premium of \$287.00, it is agreed that the policy is amended as follows:</p> <p>Location #36 430 Rutledge, Bear, DE is added to the policy with a Building Limit of Insurance of \$125,000; GL code 46362 - Model Home.</p> <p>Location #37 26B Rehoboth Shores, Bear, DE is added to the policy with a Building Limit of Insurance of \$100,000 and a Personal Property Limit of Insurance of \$25,000; GL code 46362 - Model Home.</p> <p>Pro-rata factor = .282. Revised annual premium is \$30,381.00.</p> | | |

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POLICY ENDORSEMENT FORM

Endorsement
Number 15

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|---|---|--|
| POLICY NUMBER CPP 1176871-00 | ENDORSEMENT EFFECTIVE* 08/26/1998 | COMPANY Potomac Insurance Company of Illinois WSZ SEP 02 1998 |
| NAMED INSURED White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702 | AUTHORIZED REPRESENTATIVE J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899 | |
| COVERAGE PARTS AFFECTED Commercial General Liability | | |
| <p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p>It is agreed that the policy is amended as follows:</p> <p>The following is added as Additional Insured for the Bristol Place and Chaddwyck projects - New Castle County Department of Land Use - Site Management 87 Reads Way New Castle, DE 19720 See CG 20 10 attached.</p> <p>All other terms and conditions remain the same.</p> | | |

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